

02-1299-CD
RONALD PETERS, et al. vs. WILLIAMS ASPHALT & SEALING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RONALD and PHYLLIS PETERS,
husband and wife,

02-1299-CO

Owners

A
N
D

WILLIAMS ASPHALT & SEALING, INC.

Contractor

FILED

14 AUG 21 2002
09:30 AM Bell pd 20.00
William A. Shaw no cc
Prothonotary

WAIVER OF MECHANIC'S LIEN

WHEREAS, the undersigned, on or about the 14 day of
August, 2002, entered into a Contract with RONALD and
PHYLLIS PETERS, husband and wife, of Winburne, Pennsylvania, for
the construction of a driveway on premises situate in P.O. Box 333
Winburne, Clearfield County, Pennsylvania, bounded and described as
follows:

(Description see attached)

NOW, THEREFORE, BY THESE PRESENTS WITNESSETH: That in
consideration of the grant of the Contract for the construction of

RECORDED BY DANIEL C. BELL, ESQUIRE

Daniel C. Bell

FROM : BS&W

FAX NO. : 7639738

Aug. 14 2002 05:13PM P3

said dwelling to the undersigned, and for the performance of said work and the sum of \$1.00 in hand paid at or before the signing and delivery hereof, the undersigned, covenants and agrees that no Mechanic's Lien or Materialman's Lien or claims shall be maintained or filed by the undersigned, or by any contractor, sub-contractor, person, firm or corporation, or any of them against the above described premises or lot or other appurtenances thereto, for or on account of any work done or materials furnished by him in the construction of said dwelling under his Contract to furnish all the labor and materials in and about the aforesaid work; and for the undersigned, himself, his heirs and assigns, and all others acting through or under him, hereby expressly waives and relinquishes the right to have filed and maintained any Mechanic's Lien or Materialman's Lien or claim against said building on the above described premises or any part thereof, and the undersigned further agrees that this agreement waiving the right to file a lien is an individual covenant and shall operate and be effective with respect to materials furnished and labor performed under the said Contract for the construction of said dwelling or any extra additions to be made to said Contract in and about said building or premises.

Williams Asphalt & Sealing, INC.
RR#1 Box 830
Morrisdale, PA 16858

ATTEST

By

Bonny L Williams

FIRST

ALL those certain premises situated in Cooper Township, Clearfield County, Pennsylvania, known as part of the Plot of Meritt Sommerville and Company, in the village of Winburne, bounded and described as follows, to wit:

BEGINNING at a post at corner of First Street and Alley; thence along the North side of First Street, South, eighty six and one half (86 $\frac{1}{2}$) degrees East, one hundred and ten (110) feet to a stake; thence North three and one half (3 $\frac{1}{2}$) degrees East, two hundred (200) feet along land formerly deeded to Delia Conaway to a stake; thence North, Eighty six and one half (86 $\frac{1}{2}$) degrees West, one hundred and ten (110) feet to a stake on Alley; thence along the East Side of Alley, South three and one half (3 $\frac{1}{2}$) degrees West, two hundred (200) feet to place of beginning. Containing one half ($\frac{1}{2}$) an Acre more or less.

RESERVING therefrom, however, all reservations contained in previous Deeds to the said premises.

SECOND

ALL that certain lot or piece of land situate, lying and being in the Village of Winburne in what is known as Cooper Township, Clearfield County, Pennsylvania in what is known as the Merritt-Somerville plot or plan, bounded and described as follows, to wit:

BEGINNING at a point on the Legislative Route 17063, being the road from Winburne to Munson and referred to in the aforesaid plot or plan as First Street, which point or place of beginning is South eighty-six and one half (86 $\frac{1}{2}$) Degrees East, a distance of 125 feet from the Northeastern intersection of B Street and Route 17063; thence from said point or place of beginning, North three and one half (3 $\frac{1}{2}$) Degrees East, a distance of 200 feet to a point on the Northern line of Lot 43, of which this is a part; thence along the Northern boundary line of Lot 43, South Eighty-six and one half (86 $\frac{1}{2}$) Degrees East, a distance of 75 feet to the Western line of an alley, thence along Western line of said alley, South three and one half (3 $\frac{1}{2}$) Degrees West, a distance of 200 feet to a point on the Northern right-of-way line of Route 17063 or First Street; thence along Northern line of Route 17063 or First Street, North Eighty-six and one half (86 $\frac{1}{2}$) Degrees West, a distance of 75 feet to a point and the place of beginning.